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*Attorneys for Defendant  
Experian Information Solutions, Inc.*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

PAMELA J. COCCARO AND FRANK M.  
COCCARO,

Plaintiffs,

v.

EXPERIAN INFORMATION SOLUTIONS,  
INC., AND TRANS UNION LLC,

Defendants.

Case No. 2:21-cv-2183-GMN-VCF

**DEFENDANT EXPERIAN INFORMATION  
SOLUTIONS, INC. AND PLAINTIFFS'  
STIPULATION TO AMEND ANSWER**

Complaint filed: December 10, 2021

Defendant Experian Information Solutions, Inc. ("Experian") and Plaintiffs Pamela J. Coccoaro and Frank M. Coccoaro ("Plaintiffs"), by and through their respective counsel of record,

1 hereby stipulate and agree to the filing of Experian's Amended Answer in the form attached hereto  
2 as Exhibit A.

3 Dated this 19th day of May 2022.

4 NAYLOR & BRASTER

PRICE LAW GROUP, APC

6 By: /s/ Jennifer L. Braster  
7 Jennifer L. Braster  
8 Nevada Bar No. 9982  
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13 *Attorneys for Defendant Experian*  
14 *Information Solutions, Inc.*

By: /s/ Youssef Hammoud  
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*Attorneys for Plaintiffs Pamela J. Coccaro and*  
*Frank M. Coccaro*

15 **ORDER**

16 IT IS SO ORDERED.

17 IT IS HEREBY ORDERED that  
18 the amended answer must be  
19 filed on or before June 2, 2022.



UNITED STATES MAGISTRATE JUDGE

Dated: May 26, 2022

# EXHIBIT A – Amended Answer

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Experian Information Solutions, Inc.*

**UNITED STATES DISTRICT COURT  
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Plaintiffs,

v.

EXPERIAN INFORMATION SOLUTIONS,  
INC., AND TRANS UNION LLC,

Defendants.

Case No. 2:21-cv-2183-GMN-VCF

**DEFENDANT EXPERIAN INFORMATION  
SOLUTIONS, INC.'S AMENDED ANSWER  
TO PLAINTIFFS' COMPLAINT**

Complaint filed: December 10, 2021

COMES NOW Defendant Experian Information Solutions, Inc. ("Experian"), by and through its undersigned counsel, and answers Plaintiffs Pamela J. Coccaro and Frank M. Caccaro's ("Plaintiffs") Complaint (the "Complaint") as follows:

**INTRODUCTION**

1. In response to paragraph 1 of the Complaint, Experian admits that the Complaint purports to state claims under the Fair Credit Reporting Act ("FCRA"). Experian also admits that the Complaint seeks damages. Experian denies that it has violated the FCRA and denies that it is liable to Plaintiffs for any alleged damages. Experian also admits that the allegations contained

1 therein appear to describe a portion of the FCRA. Experian affirmatively states that the FCRA  
2 speaks for itself and, on that basis, denies any allegations of paragraph 1 inconsistent therewith.

### 3 **JURISDICTION AND VENUE**

4 2. In response to paragraph 2 of the Complaint, Experian admits that Plaintiffs have  
5 alleged jurisdiction based on 28 U.S.C. § 1331 and 15 U.S.C. § 1681p. Experian states that this is  
6 a legal conclusion which is not subject to denial or admission.

7 3. In response to paragraph 3 of the Complaint, Experian admits that Plaintiffs have  
8 alleged that venue in this district is proper pursuant to 28 U.S.C § 1391. Experian further admits  
9 that Plaintiffs have alleged that the Court has personal jurisdiction over Experian. Experian states  
10 that these are legal conclusions which are not subject to denial or admission. Experian admits that  
11 it is qualified to do business and conducts business in the State of Idaho. As to the remaining  
12 allegations in paragraph 3 of the Complaint, Experian does not have knowledge or information  
13 sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally  
14 and specifically, each and every remaining allegation of paragraph 3 of the Complaint.

### 15 **PARTIES**

16 4. In response to paragraph 4 of the Complaint, Experian repeats, realleges, and  
17 incorporates by reference paragraphs 1 through 3 above, as though fully set forth herein.

18 5. In response to paragraph 5 of the Complaint, Experian is without knowledge or  
19 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
20 that basis, denies, generally and specifically, each and every allegation contained therein.

21 6. In response to paragraph 6 of the Complaint, Experian admits that Plaintiffs are  
22 “consumers” as defined by 15 U.S.C. § 1681a(c).

23 7. In response to paragraph 7 of the Complaint, Experian admits that it is a consumer  
24 reporting agency as defined by 15 U.S.C. § 1681a(f) and, as such, issues consumer reports as  
25 defined by 15 U.S.C. § 1681a(d). Experian further admits that its principal place of business is  
26 located in Costa Mesa, California. Except as specifically admitted, Experian denies, generally and  
27 specifically, each and every remaining allegation of paragraph 7 of the Complaint.

28



1           16. In response to paragraph 16 of the Complaint, Experian states that the FCRA and  
2 its legislative history speak for themselves and, on that basis, denies any allegations of  
3 paragraph 16 inconsistent therewith.

4           17. In response to paragraph 17, of the Complaint, Experian admits that it is a consumer  
5 reporting agency as defined by 15 U.S.C. § 1681a(f) and, as such, issues consumer reports as  
6 defined by 15 U.S.C. § 1681a(d). Experian denies any allegations of paragraph 17 inconsistent  
7 therewith.

8           18. In response to paragraph 18 of the Complaint, Experian is without knowledge or  
9 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
10 that basis, denies, generally and specifically, each and every allegation contained therein that  
11 relates to Experian. As to the allegations in paragraph 18 of the Complaint that relate to the other  
12 defendant, Experian does not have knowledge or information sufficient to form a belief as to the  
13 truth of those allegations and, on that basis, denies, generally and specifically, each and every  
14 remaining allegation of paragraph 18 of the Complaint.

15           19. In response to paragraph 19 of the Complaint, Experian states its consumer reports  
16 can contain a variety of information including identifying information, tradeline information,  
17 public record information, and certain inquiry information, as allowed by the FCRA depending on  
18 the circumstances related to the creation of the consumer report. Except as specifically admitted,  
19 Experian denies the remaining allegations of paragraph 19 of the Complaint that relate to Experian.  
20 As to the allegations in paragraph 19 of the Complaint that relate to the other defendant, Experian  
21 does not have knowledge or information sufficient to form a belief as to the truth of those  
22 allegations and, on that basis, denies, generally and specifically, each and every remaining  
23 allegation of paragraph 19 of the Complaint.

24           20. In response to paragraph 20 of the Complaint, Experian admits that it obtains  
25 consumer credit information from data furnishers. Experian further admits that it obtains certain  
26 public records from a data vendor. Except as specifically admitted, Experian denies the remaining  
27 allegations of paragraph 20 of the Complaint that relate to Experian. As to the allegations in  
28

1 paragraph 20 of the Complaint that relate to the other defendant, Experian does not have  
2 knowledge or information sufficient to form a belief as to the truth of those allegations and, on that  
3 basis, denies, generally and specifically, each and every remaining allegation of paragraph 20 of  
4 the Complaint.

5 21. In response to paragraph 21 of the Complaint, Experian admits that it obtains  
6 certain public records from a data vendor, including consumer bankruptcy information. Experian  
7 further admits that such information may be incorporated into consumer reports. Except as  
8 specifically admitted, Experian denies the remaining allegations of paragraph 21 of the Complaint  
9 that relate to Experian. As to the allegations in paragraph 21 of the Complaint that relate to the  
10 other defendant, Experian does not have knowledge or information sufficient to form a belief as  
11 to the truth of those allegations and, on that basis, denies, generally and specifically, each and  
12 every remaining allegation of paragraph 21 of the Complaint.

13 22. In response to paragraph 22 of the Complaint, Experian denies, generally and  
14 specifically, each and every allegation contained therein that relates to Experian. As to the  
15 allegations in paragraph 22 of the Complaint that relate to the other defendant, Experian does not  
16 have knowledge or information sufficient to form a belief as to the truth of those allegations and,  
17 on that basis, denies, generally and specifically, each and every remaining allegation of paragraph  
18 22 of the Complaint.

19 23. In response to paragraph 23 of the Complaint, Experian denies, generally and  
20 specifically, each and every allegation contained therein that relates to Experian. As to the  
21 allegations in paragraph 23 of the Complaint that relate to the other defendant, Experian does not  
22 have knowledge or information sufficient to form a belief as to the truth of those allegations and,  
23 on that basis, denies, generally and specifically, each and every remaining allegation of paragraph  
24 23 of the Complaint.

25 24. In response to paragraph 24 of the Complaint, Experian denies, generally and  
26 specifically, each and every allegation contained therein that relates to Experian. As to the  
27 allegations in paragraph 24 of the Complaint that relate to the other defendant, Experian does not  
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1 have knowledge or information sufficient to form a belief as to the truth of those allegations and,  
2 on that basis, denies, generally and specifically, each and every remaining allegation of paragraph  
3 24 of the Complaint.

4 25. In response to paragraph 25 of the Complaint, Experian is without knowledge or  
5 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
6 that basis, denies, generally and specifically, each and every allegation contained therein that  
7 relates to Experian. As to the allegations in paragraph 25 of the Complaint that relate to the other  
8 defendant, Experian does not have knowledge or information sufficient to form a belief as to the  
9 truth of those allegations and, on that basis, denies, generally and specifically, each and every  
10 remaining allegation of paragraph 25 of the Complaint.

11 26. In response to paragraph 26 of the Complaint, Experian is without knowledge or  
12 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
13 that basis, denies, generally and specifically, each and every allegation contained therein that  
14 relates to Experian. As to the allegations in paragraph 26 of the Complaint that relate to the other  
15 defendant, Experian does not have knowledge or information sufficient to form a belief as to the  
16 truth of those allegations and, on that basis, denies, generally and specifically, each and every  
17 remaining allegation of paragraph 26 of the Complaint.

18 27. In response to paragraph 27 of the Complaint, Experian is without knowledge or  
19 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
20 that basis, denies, generally and specifically, each and every allegation contained therein that  
21 relates to Experian. As to the allegations in paragraph 27 of the Complaint that relate to the other  
22 defendant, Experian does not have knowledge or information sufficient to form a belief as to the  
23 truth of those allegations and, on that basis, denies, generally and specifically, each and every  
24 remaining allegation of paragraph 27 of the Complaint.

25 28. In response to paragraph 28 of the Complaint, Experian is without knowledge or  
26 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
27 that basis, denies, generally and specifically, each and every allegation contained therein that  
28

1 relates to Experian. As to the allegations in paragraph 28 of the Complaint that relate to the other  
2 defendant, Experian does not have knowledge or information sufficient to form a belief as to the  
3 truth of those allegations and, on that basis, denies, generally and specifically, each and every  
4 remaining allegation of paragraph 28 of the Complaint.

5 29. In response to paragraph 29 of the Complaint, Experian is without knowledge or  
6 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
7 that basis, denies, generally and specifically, each and every allegation contained therein that  
8 relates to Experian. As to the allegations in paragraph 29 of the Complaint that relate to the other  
9 defendant, Experian does not have knowledge or information sufficient to form a belief as to the  
10 truth of those allegations and, on that basis, denies, generally and specifically, each and every  
11 remaining allegation of paragraph 29 of the Complaint.

12 30. In response to paragraph 30 of the Complaint, Experian is without knowledge or  
13 information sufficient to form a belief as to the truth of the allegations contained therein, including  
14 all subparts, and, on that basis, denies, generally and specifically, each and every allegation  
15 contained therein, including all subparts that relates to Experian. As to the allegations in paragraph  
16 30 of the Complaint that relate to the other defendant, Experian does not have knowledge or  
17 information sufficient to form a belief as to the truth of those allegations and, on that basis, denies,  
18 generally and specifically, each and every remaining allegation of paragraph 30 of the Complaint.

19 31. In response to paragraph 31 of the Complaint, Experian is without knowledge or  
20 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
21 that basis, denies, generally and specifically, each and every allegation contained therein that  
22 relates to Experian. As to the allegations in paragraph 31 of the Complaint that relate to the other  
23 defendant, Experian does not have knowledge or information sufficient to form a belief as to the  
24 truth of those allegations and, on that basis, denies, generally and specifically, each and every  
25 remaining allegation of paragraph 31 of the Complaint.

26 32. In response to paragraph 32 of the Complaint, Experian is without knowledge or  
27 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
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1 that basis, denies, generally and specifically, each and every allegation contained therein that  
2 relates to Experian. As to the allegations in paragraph 32 of the Complaint that relate to the other  
3 defendant, Experian does not have knowledge or information sufficient to form a belief as to the  
4 truth of those allegations and, on that basis, denies, generally and specifically, each and every  
5 remaining allegation of paragraph 32 of the Complaint.

6 33. In response to paragraph 33 of the Complaint, Experian is without knowledge or  
7 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
8 that basis, denies, generally and specifically, each and every allegation contained therein that  
9 relates to Experian. As to the allegations in paragraph 33 of the Complaint that relate to the other  
10 defendant, Experian does not have knowledge or information sufficient to form a belief as to the  
11 truth of those allegations and, on that basis, denies, generally and specifically, each and every  
12 remaining allegation of paragraph 33 of the Complaint.

13 34. In response to paragraph 34 of the Complaint, Experian is without knowledge or  
14 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
15 that basis, denies, generally and specifically, each and every allegation contained therein that  
16 relates to Experian. As to the allegations in paragraph 34 of the Complaint that relate to the other  
17 defendant, Experian does not have knowledge or information sufficient to form a belief as to the  
18 truth of those allegations and, on that basis, denies, generally and specifically, each and every  
19 remaining allegation of paragraph 34 of the Complaint.

20 35. In response to paragraph 35 of the Complaint, Experian is without knowledge or  
21 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
22 that basis, denies, generally and specifically, each and every allegation contained therein that  
23 relates to Experian. As to the allegations in paragraph 35 of the Complaint that relate to the other  
24 defendant, Experian does not have knowledge or information sufficient to form a belief as to the  
25 truth of those allegations and, on that basis, denies, generally and specifically, each and every  
26 remaining allegation of paragraph 35 of the Complaint.

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1           36. In response to paragraph 36 of the Complaint, Experian is without knowledge or  
2 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
3 that basis, denies, generally and specifically, each and every allegation contained therein that  
4 relates to Experian. As to the allegations in paragraph 36 of the Complaint that relate to the other  
5 defendant, Experian does not have knowledge or information sufficient to form a belief as to the  
6 truth of those allegations and, on that basis, denies, generally and specifically, each and every  
7 remaining allegation of paragraph 36 of the Complaint.

8           37. In response to paragraph 37 of the Complaint, Experian denies, generally and  
9 specifically, each and every allegation contained therein that relates to Experian. As to the  
10 allegations in paragraph 37 of the Complaint that relate to the other defendant, Experian does not  
11 have knowledge or information sufficient to form a belief as to the truth of those allegations and,  
12 on that basis, denies, generally and specifically, each and every remaining allegation of paragraph  
13 37 of the Complaint.

14           38. In response to paragraph 38 of the Complaint, Experian denies, generally and  
15 specifically, each and every allegation contained therein that relates to Experian. As to the  
16 allegations in paragraph 38 of the Complaint that relate to the other defendant, Experian does not  
17 have knowledge or information sufficient to form a belief as to the truth of those allegations and,  
18 on that basis, denies, generally and specifically, each and every remaining allegation of paragraph  
19 38 of the Complaint.

20           39. In response to paragraph 39 of the Complaint, Experian denies, generally and  
21 specifically, each and every allegation contained therein that relates to Experian. As to the  
22 allegations in paragraph 39 of the Complaint that relate to the other defendant, Experian does not  
23 have knowledge or information sufficient to form a belief as to the truth of those allegations and,  
24 on that basis, denies, generally and specifically, each and every remaining allegation of paragraph  
25 39 of the Complaint.

26           40. In response to paragraph 40 of the Complaint, Experian is without knowledge or  
27 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
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1 that basis, denies, generally and specifically, each and every allegation contained therein that  
2 relates to Experian. As to the allegations in paragraph 40 of the Complaint that relate to the other  
3 defendant, Experian does not have knowledge or information sufficient to form a belief as to the  
4 truth of those allegations and, on that basis, denies, generally and specifically, each and every  
5 remaining allegation of paragraph 40 of the Complaint.

6 41. In response to paragraph 41 of the Complaint, Experian is without knowledge or  
7 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
8 that basis, denies, generally and specifically, each and every allegation contained therein that  
9 relates to Experian. As to the allegations in paragraph 41 of the Complaint that relate to the other  
10 defendant, Experian does not have knowledge or information sufficient to form a belief as to the  
11 truth of those allegations and, on that basis, denies, generally and specifically, each and every  
12 remaining allegation of paragraph 41 of the Complaint.

13 42. In response to paragraph 42 of the Complaint, Experian denies, generally and  
14 specifically, each and every allegation contained therein that relates to Experian. As to the  
15 allegations in paragraph 42 of the Complaint that relate to the other defendant, Experian does not  
16 have knowledge or information sufficient to form a belief as to the truth of those allegations and,  
17 on that basis, denies, generally and specifically, each and every remaining allegation of paragraph  
18 42 of the Complaint.

19 43. In response to paragraph 43 of the Complaint, Experian denies, generally and  
20 specifically, each and every allegation contained therein that relates to Experian. As to the  
21 allegations in paragraph 43 of the Complaint that relate to the other defendant, Experian does not  
22 have knowledge or information sufficient to form a belief as to the truth of those allegations and,  
23 on that basis, denies, generally and specifically, each and every remaining allegation of paragraph  
24 43 of the Complaint.

25 44. In response to paragraph 44 of the Complaint, Experian denies, generally and  
26 specifically, each and every allegation contained therein that relates to Experian. As to the  
27 allegations in paragraph 44 of the Complaint that relate to the other defendant, Experian does not  
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1 have knowledge or information sufficient to form a belief as to the truth of those allegations and,  
2 on that basis, denies, generally and specifically, each and every remaining allegation of paragraph  
3 44 of the Complaint.

4 45. In response to paragraph 45 of the Complaint, Experian denies, generally and  
5 specifically, each and every allegation contained therein that relates to Experian. As to the  
6 allegations in paragraph 45 of the Complaint that relate to the other defendant, Experian does not  
7 have knowledge or information sufficient to form a belief as to the truth of those allegations and,  
8 on that basis, denies, generally and specifically, each and every remaining allegation of paragraph  
9 45 of the Complaint.

10 46. In response to paragraph 46 of the Complaint, Experian denies, generally and  
11 specifically, each and every allegation contained therein that relates to Experian. As to the  
12 allegations in paragraph 46 of the Complaint that relate to the other defendant, Experian does not  
13 have knowledge or information sufficient to form a belief as to the truth of those allegations and,  
14 on that basis, denies, generally and specifically, each and every remaining allegation of paragraph  
15 46 of the Complaint.

16 47. In response to paragraph 47 of the Complaint, Experian denies, generally and  
17 specifically, each and every allegation contained therein that relates to Experian. As to the  
18 allegations in paragraph 47 of the Complaint that relate to the other defendant, Experian does not  
19 have knowledge or information sufficient to form a belief as to the truth of those allegations and,  
20 on that basis, denies, generally and specifically, each and every remaining allegation of paragraph  
21 47 of the Complaint.

22 48. In response to paragraph 48 of the Complaint, Experian denies, generally and  
23 specifically, each and every allegation contained therein that relates to Experian. As to the  
24 allegations in paragraph 48 of the Complaint that relate to the other defendant, Experian does not  
25 have knowledge or information sufficient to form a belief as to the truth of those allegations and,  
26 on that basis, denies, generally and specifically, each and every remaining allegation of paragraph  
27 48 of the Complaint.

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1           49. In response to paragraph 49 of the Complaint, Experian is without knowledge or  
2 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
3 that basis, denies, generally and specifically, each and every allegation contained therein that  
4 relates to Experian. As to the allegations in paragraph 49 of the Complaint that relate to the other  
5 defendant, Experian does not have knowledge or information sufficient to form a belief as to the  
6 truth of those allegations and, on that basis, denies, generally and specifically, each and every  
7 remaining allegation of paragraph 49 of the Complaint.

8           50. In response to paragraph 50 of the Complaint, Experian denies, generally and  
9 specifically, each and every allegation contained therein that relates to Experian. As to the  
10 allegations in paragraph 50 of the Complaint that relate to the other defendant, Experian does not  
11 have knowledge or information sufficient to form a belief as to the truth of those allegations and,  
12 on that basis, denies, generally and specifically, each and every remaining allegation of paragraph  
13 50 of the Complaint.

14           **ALLEGATIONS SPECIFIC TO CREDIT REPORTING OF PLAINTIFFS**

15           51. In response to paragraph 51 of the Complaint, Experian is without knowledge or  
16 information sufficient to form a belief as to the truth of the allegations contained in paragraph 51  
17 of the Complaint and, on that basis, denies, generally and specifically, each and every allegation  
18 contained therein.

19           52. In response to paragraph 52 of the Complaint, Experian is without knowledge or  
20 information sufficient to form a belief as to the truth of the allegations contained in paragraph 52  
21 of the Complaint and, on that basis, denies, generally and specifically, each and every allegation  
22 contained therein.

23           53. In response to paragraph 53 of the Complaint, Experian is without knowledge or  
24 information sufficient to form a belief as to the truth of the allegations contained in paragraph 53  
25 of the Complaint and, on that basis, denies, generally and specifically, each and every allegation  
26 contained therein.

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1           54. In response to paragraph 54 of the Complaint, Experian is without knowledge or  
2 information sufficient to form a belief as to the truth of the allegations contained in paragraph 54  
3 of the Complaint and, on that basis, denies, generally and specifically, each and every allegation  
4 contained therein that relates to Experian. As to the allegations in paragraph 54 of the Complaint  
5 that relate to the other defendant, Experian does not have knowledge or information sufficient to  
6 form a belief as to the truth of those allegations and, on that basis, denies, generally and  
7 specifically, each and every remaining allegation of paragraph 54 of the Complaint.

8           55. In response to paragraph 55 of the Complaint, Experian is without knowledge or  
9 information sufficient to form a belief as to the truth of the allegations contained in paragraph 55  
10 of the Complaint and, on that basis, denies, generally and specifically, each and every allegation  
11 contained therein that relates to Experian. As to the allegations in paragraph 55 of the Complaint  
12 that relate to the other defendant, Experian does not have knowledge or information sufficient to  
13 form a belief as to the truth of those allegations and, on that basis, denies, generally and  
14 specifically, each and every remaining allegation of paragraph 55 of the Complaint.

15           56. In response to paragraph 56 of the Complaint, Experian is without knowledge or  
16 information sufficient to form a belief as to the truth of the allegations contained in paragraph 56  
17 of the Complaint and, on that basis, denies, generally and specifically, each and every allegation  
18 contained therein that relates to Experian. As to the allegations in paragraph 56 of the Complaint  
19 that relate to the other defendant, Experian does not have knowledge or information sufficient to  
20 form a belief as to the truth of those allegations and, on that basis, denies, generally and  
21 specifically, each and every remaining allegation of paragraph 56 of the Complaint.

22           57. In response to paragraph 57 of the Complaint, Experian is without knowledge or  
23 information sufficient to form a belief as to the truth of the allegations contained in paragraph 57  
24 of the Complaint and, on that basis, denies, generally and specifically, each and every allegation  
25 contained therein that relates to Experian. As to the allegations in paragraph 57 of the Complaint  
26 that relate to the other defendant, Experian does not have knowledge or information sufficient to  
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1 form a belief as to the truth of those allegations and, on that basis, denies, generally and  
2 specifically, each and every remaining allegation of paragraph 57 of the Complaint.

3 58. In response to paragraph 58 of the Complaint, Experian denies, generally and  
4 specifically, each and every allegation contained therein.

5 59. In response to paragraph 59 of the Complaint, Experian denies, generally and  
6 specifically, each and every allegation contained therein.

7 60. In response to paragraph 60 of the Complaint, Experian denies, generally and  
8 specifically, each and every allegation contained therein.

9 61. In response to paragraph 61 of the Complaint, Experian denies, generally and  
10 specifically, each and every allegation contained therein that relates to Experian. As to the  
11 allegations in paragraph 61 of the Complaint that relate to the other defendant, Experian does not  
12 have knowledge or information sufficient to form a belief as to the truth of those allegations and,  
13 on that basis, denies, generally and specifically, each and every remaining allegation of paragraph  
14 61 of the Complaint.

15 62. In response to paragraph 62 of the Complaint, Experian denies, generally and  
16 specifically, each and every allegation contained therein that relates to Experian. As to the  
17 allegations in paragraph 62 of the Complaint that relate to the other defendant, Experian does not  
18 have knowledge or information sufficient to form a belief as to the truth of those allegations and,  
19 on that basis, denies, generally and specifically, each and every remaining allegation of paragraph  
20 62 of the Complaint.

21 63. In response to paragraph 63 of the Complaint, Experian denies, generally and  
22 specifically, each and every allegation contained therein that relates to Experian. As to the  
23 allegations in paragraph 63 of the Complaint that relate to the other defendant, Experian does not  
24 have knowledge or information sufficient to form a belief as to the truth of those allegations and,  
25 on that basis, denies, generally and specifically, each and every remaining allegation of paragraph  
26 63 of the Complaint.

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1           64. In response to paragraph 64 of the Complaint, Experian admits that as of the filing  
2 of the Complaint, the Account was reporting as “Open/Never Late” with a balance and a status  
3 date of “Oct 2020.” As to the other allegations in paragraph 64 of the Complaint that relate to  
4 Experian, Experian denies, generally and specifically, each and every allegation contained therein.  
5 As to the allegations in paragraph 64 of the Complaint that relate to the other defendant, Experian  
6 does not have knowledge or information sufficient to form a belief as to the truth of those  
7 allegations and, on that basis, denies, generally and specifically, each and every remaining  
8 allegation of paragraph 64 of the Complaint.

9           65. In response to paragraph 65 of the Complaint, Experian is without knowledge or  
10 information sufficient to form a belief as to the truth of the allegations contained in paragraph 65  
11 of the Complaint and, on that basis, denies, generally and specifically, each and every allegation  
12 contained therein that relates to Experian. As to the allegations in paragraph 65 of the Complaint  
13 that relate to the other defendant, Experian does not have knowledge or information sufficient to  
14 form a belief as to the truth of those allegations and, on that basis, denies, generally and  
15 specifically, each and every remaining allegation of paragraph 65 of the Complaint.

16           66. In response to paragraph 66 of the Complaint, Experian admits that as of the filing  
17 of the Complaint, the Account was reporting as “Open/Never Late” with a balance and a status  
18 date of “Oct 2020.” As to the other allegations in paragraph 66 of the Complaint that relate to  
19 Experian, Experian denies, generally and specifically, each and every allegation contained therein.  
20 As to the allegations in paragraph 66 of the Complaint that relate to the other defendant, Experian  
21 does not have knowledge or information sufficient to form a belief as to the truth of those  
22 allegations and, on that basis, denies, generally and specifically, each and every remaining  
23 allegation of paragraph 66 of the Complaint.

24           67. In response to paragraph 67 of the Complaint, Experian denies, generally and  
25 specifically, each and every allegation contained therein that relates to Experian. As to the  
26 allegations in paragraph 67 of the Complaint that relate to the other defendant, Experian does not  
27 have knowledge or information sufficient to form a belief as to the truth of those allegations and,  
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1 on that basis, denies, generally and specifically, each and every remaining allegation of paragraph  
2 67 of the Complaint.

3 68. In response to paragraph 68 of the Complaint, Experian denies, generally and  
4 specifically, each and every allegation contained therein that relates to Experian. As to the  
5 allegations in paragraph 68 of the Complaint that relate to the other defendant, Experian does not  
6 have knowledge or information sufficient to form a belief as to the truth of those allegations and,  
7 on that basis, denies, generally and specifically, each and every remaining allegation of paragraph  
8 68 of the Complaint.

9 69. In response to paragraph 69 of the Complaint, Experian denies, generally and  
10 specifically, each and every allegation contained therein that relates to Experian. As to the  
11 allegations in paragraph 69 of the Complaint that relate to the other defendant, Experian does not  
12 have knowledge or information sufficient to form a belief as to the truth of those allegations and,  
13 on that basis, denies, generally and specifically, each and every remaining allegation of paragraph  
14 69 of the Complaint.

15 70. In response to paragraph 70 of the Complaint, Experian does not have knowledge  
16 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
17 denies, generally and specifically, each and every allegation of paragraph 70 of the Complaint.

18 71. In response to paragraph 71 of the Complaint, Experian does not have knowledge  
19 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
20 denies, generally and specifically, each and every allegation of paragraph 71 of the Complaint that  
21 relates to Experian. As to the allegations in paragraph 71 that relate to the other defendant,  
22 Experian does not have knowledge or information sufficient to form a belief as to the truth of those  
23 allegations and, on that basis, denies, generally and specifically, each and every remaining  
24 allegation of paragraph 71 of the Complaint.

25 72. In response to paragraph 72 of the Complaint, Experian denies, generally and  
26 specifically, each and every allegation contained therein that relates to Experian. As to the  
27 allegations in paragraph 72 that relate to the other defendant, Experian does not have knowledge  
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1 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
2 denies, generally and specifically, each and every remaining allegation of paragraph 72 of the  
3 Complaint.

4 73. In response to paragraph 73 of the Complaint, Experian denies, generally and  
5 specifically, each and every allegation contained therein that relates to Experian. As to the  
6 allegations in paragraph 73 that relate to the other defendant, Experian does not have knowledge  
7 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
8 denies, generally and specifically, each and every remaining allegation of paragraph 73 of the  
9 Complaint.

10 74. In response to paragraph 74 of the Complaint, Experian denies, generally and  
11 specifically, each and every allegation contained therein.

12 75. In response to paragraph 75 of the Complaint, Experian denies, generally and  
13 specifically, each and every allegation contained therein that relates to Experian. As to the  
14 allegations in paragraph 75 that relate to the other defendant, Experian does not have knowledge  
15 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
16 denies, generally and specifically, each and every remaining allegation of paragraph 75 of the  
17 Complaint.

18 76. In response to paragraph 76 of the Complaint, Experian denies, generally and  
19 specifically, each and every allegation contained therein that relates to Experian. As to the  
20 allegations in paragraph 76 that relate to the other defendant, Experian does not have knowledge  
21 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
22 denies, generally and specifically, each and every remaining allegation of paragraph 76 of the  
23 Complaint.

24 77. In response to paragraph 77 of the Complaint, Experian denies, generally and  
25 specifically, each and every allegation contained therein that relates to Experian. As to the  
26 allegations in paragraph 77 that relate to the other defendant, Experian does not have knowledge  
27 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
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1 denies, generally and specifically, each and every remaining allegation of paragraph 77 of the  
2 Complaint.

3 78. In response to paragraph 78 of the Complaint, Experian denies, generally and  
4 specifically, each and every allegation contained therein that relates to Experian. As to the  
5 allegations in paragraph 78 that relate to the other defendant, Experian does not have knowledge  
6 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
7 denies, generally and specifically, each and every remaining allegation of paragraph 78 of the  
8 Complaint.

9 79. In response to paragraph 79 of the Complaint, Experian denies, generally and  
10 specifically, each and every allegation contained therein that relates to Experian. As to the  
11 allegations in paragraph 79 that relate to the other defendant, Experian does not have knowledge  
12 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
13 denies, generally and specifically, each and every remaining allegation of paragraph 79 of the  
14 Complaint.

15 80. In response to paragraph 80 of the Complaint, Experian denies, generally and  
16 specifically, each and every allegation contained therein that relates to Experian. As to the  
17 allegations in paragraph 80 that relate to the other defendant, Experian does not have knowledge  
18 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
19 denies, generally and specifically, each and every remaining allegation of paragraph 80 of the  
20 Complaint.

### 21 **PLAINTIFFS' DAMAGES**

22 81. In response to paragraph 81 of the Complaint, Experian is without knowledge or  
23 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
24 that basis, denies, generally and specifically, each and every allegation contained therein.

25 82. In response to paragraph 82 of the Complaint, Experian is without knowledge or  
26 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
27 that basis, denies, generally and specifically, each and every allegation contained therein.  
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84. In response to paragraph 84 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

## Violations of the FCRA, 15 U.S.C. § 1681e(b)

87. In response to paragraph 87 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

89. In response to paragraph 89 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein. Furthermore, to the extent that paragraph 89 of the Complaint purports to state the terms of the FCRA, Experian states that the FCRA speaks for itself and, on that basis, denies any allegations of paragraph 89 inconsistent therewith.

1           90. In response to paragraph 90 of the Complaint, Experian is without knowledge or  
2 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
3 that basis, denies, generally and specifically, each and every allegation contained therein that  
4 relates to Experian. As to the allegations in paragraph 90 that relate to the other defendant,  
5 Experian does not have knowledge or information sufficient to form a belief as to the truth of those  
6 allegations and, on that basis, denies, generally and specifically, each and every remaining  
7 allegation of paragraph 90 of the Complaint.

8           91. In response to paragraph 91 of the Complaint, Experian is without knowledge or  
9 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
10 that basis, denies, generally and specifically, each and every allegation contained therein that  
11 relates to Experian. As to the allegations in paragraph 91 that relate to the other defendant,  
12 Experian does not have knowledge or information sufficient to form a belief as to the truth of those  
13 allegations and, on that basis, denies, generally and specifically, each and every remaining  
14 allegation of paragraph 91 of the Complaint.

15           92. In response to paragraph 92 of the Complaint, Experian is without knowledge or  
16 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
17 that basis, denies, generally and specifically, each and every allegation contained therein that  
18 relates to Experian. As to the allegations in paragraph 92 that relate to the other defendant,  
19 Experian does not have knowledge or information sufficient to form a belief as to the truth of those  
20 allegations and, on that basis, denies, generally and specifically, each and every remaining  
21 allegation of paragraph 92 of the Complaint.

22           93. In response to paragraph 93 of the Complaint, Experian denies, generally and  
23 specifically, each and every allegation contained therein that relates to Experian. As to the  
24 allegations in paragraph 93 that relate to the other defendant, Experian does not have knowledge  
25 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
26 denies, generally and specifically, each and every remaining allegation of paragraph 93 of the  
27 Complaint.

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1           94. In response to paragraph 94 of the Complaint, Experian denies, generally and  
2 specifically, each and every allegation contained therein that relates to Experian. As to the  
3 allegations in paragraph 94 that relate to the other defendant, Experian does not have knowledge  
4 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
5 denies, generally and specifically, each and every remaining allegation of paragraph 94 of the  
6 Complaint.

7           95. In response to paragraph 95 of the Complaint, Experian denies, generally and  
8 specifically, each and every allegation contained therein. Experian further states that the FCRA  
9 and other legal authorities speak for themselves and, on that basis, denies any allegations of  
10 paragraph 95 inconsistent therewith.

11           96. In response to paragraph 96 of the Complaint, Experian denies, generally and  
12 specifically, each and every allegation contained therein that relates to Experian. As to the  
13 allegations in paragraph 96 that relate to the other defendant, Experian does not have knowledge  
14 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
15 denies, generally and specifically, each and every remaining allegation of paragraph 96 of the  
16 Complaint.

17           97. In response to paragraph 97 of the Complaint, Experian denies, generally and  
18 specifically, each and every allegation contained therein that relates to Experian. As to the  
19 allegations in paragraph 97 that relate to the other defendant, Experian does not have knowledge  
20 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
21 denies, generally and specifically, each and every remaining allegation of paragraph 97 of the  
22 Complaint.

23           98. In response to paragraph 98 of the Complaint, Experian denies, generally and  
24 specifically, each and every allegation contained therein that relates to Experian. As to the  
25 allegations in paragraph 98 that relate to the other defendant, Experian does not have knowledge  
26 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
27  
28



1 denies, generally and specifically, each and every remaining allegation of paragraph 98 of the  
2 Complaint.

3 99. In response to paragraph 99 of the Complaint, Experian denies, generally and  
4 specifically, each and every allegation contained therein that relates to Experian. As to the  
5 allegations in paragraph 99 that relate to the other defendant, Experian does not have knowledge  
6 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
7 denies, generally and specifically, each and every remaining allegation of paragraph 99 of the  
8 Complaint.

9 100. In response to paragraph 100 of the Complaint, Experian denies, generally and  
10 specifically, each and every allegation contained therein that relates to Experian. As to the  
11 allegations in paragraph 100 that relate to the other defendant, Experian does not have knowledge  
12 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
13 denies, generally and specifically, each and every remaining allegation of paragraph 100 of the  
14 Complaint.

15 101. In response to paragraph 101 of the Complaint, Experian denies, generally and  
16 specifically, each and every allegation contained therein that relates to Experian. As to the  
17 allegations in paragraph 101 that relate to the other defendant, Experian does not have knowledge  
18 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
19 denies, generally and specifically, each and every remaining allegation of paragraph 101 of the  
20 Complaint.

21 102. In response to paragraph 102 of the Complaint, Experian denies, generally and  
22 specifically, each and every allegation contained therein that relates to Experian. As to the  
23 allegations in paragraph 102 that relate to the other defendant, Experian does not have knowledge  
24 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
25 denies, generally and specifically, each and every remaining allegation of paragraph 102 of the  
26 Complaint.

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1           103. In response to paragraph 103 of the Complaint, Experian denies, generally and  
2 specifically, each and every allegation contained therein that relates to Experian. As to the  
3 allegations in paragraph 103 that relate to the other defendant, Experian does not have knowledge  
4 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
5 denies, generally and specifically, each and every remaining allegation of paragraph 103 of the  
6 Complaint.

7           104. In response to paragraph 104 of the Complaint, Experian denies, generally and  
8 specifically, each and every allegation contained therein that relates to Experian. As to the  
9 allegations in paragraph 104 that relate to the other defendant, Experian does not have knowledge  
10 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
11 denies, generally and specifically, each and every remaining allegation of paragraph 104 of the  
12 Complaint.

13           105. In response to paragraph 105 of the Complaint, Experian denies, generally and  
14 specifically, each and every allegation contained therein that relates to Experian. As to the  
15 allegations in paragraph 105 that relate to the other defendant, Experian does not have knowledge  
16 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
17 denies, generally and specifically, each and every remaining allegation of paragraph 105 of the  
18 Complaint.

19           106. In response to paragraph 106 of the Complaint, Experian denies, generally and  
20 specifically, each and every allegation contained therein that relates to Experian. As to the  
21 allegations in paragraph 106 that relate to the other defendant, Experian does not have knowledge  
22 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
23 denies, generally and specifically, each and every remaining allegation of paragraph 106 of the  
24 Complaint.

25           107. In response to paragraph 107 of the Complaint, Experian denies, generally and  
26 specifically, each and every allegation contained therein that relates to Experian. As to the  
27 allegations in paragraph 107 that relate to the other defendant, Experian does not have knowledge  
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1 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
2 denies, generally and specifically, each and every remaining allegation of paragraph 107 of the  
3 Complaint.

4 108. In response to paragraph 108 of the Complaint, Experian denies, generally and  
5 specifically, each and every allegation contained therein that relates to Experian. As to the  
6 allegations in paragraph 108 that relate to the other defendant, Experian does not have knowledge  
7 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
8 denies, generally and specifically, each and every remaining allegation of paragraph 108 of the  
9 Complaint.

10 109. In response to paragraph 109 of the Complaint, Experian denies, generally and  
11 specifically, each and every allegation contained therein that relates to Experian. As to the  
12 allegations in paragraph 109 that relate to the other defendant, Experian does not have knowledge  
13 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
14 denies, generally and specifically, each and every remaining allegation of paragraph 109 of the  
15 Complaint.

16 110. In response to paragraph 110 of the Complaint, Experian denies, generally and  
17 specifically, each and every allegation contained therein that relates to Experian. As to the  
18 allegations in paragraph 110 that relate to the other defendant, Experian does not have knowledge  
19 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
20 denies, generally and specifically, each and every remaining allegation of paragraph 110 of the  
21 Complaint.

22 111. In response to paragraph 111 of the Complaint, Experian denies, generally and  
23 specifically, each and every allegation contained therein that relates to Experian. As to the  
24 allegations in paragraph 111 that relate to the other defendant, Experian does not have knowledge  
25 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
26 denies, generally and specifically, each and every remaining allegation of paragraph 111 of the  
27 Complaint.

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1           112. In response to paragraph 112 of the Complaint, Experian denies, generally and  
2 specifically, each and every allegation contained therein that relates to Experian. As to the  
3 allegations in paragraph 112 that relate to the other defendant, Experian does not have knowledge  
4 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
5 denies, generally and specifically, each and every remaining allegation of paragraph 112 of the  
6 Complaint.

7           113. In response to paragraph 113 of the Complaint, Experian denies, generally and  
8 specifically, each and every allegation contained therein that relates to Experian. As to the  
9 allegations in paragraph 113 that relate to the other defendant, Experian does not have knowledge  
10 or information sufficient to form a belief as to the truth of those allegations and, on that basis,  
11 denies, generally and specifically, each and every remaining allegation of paragraph 113 of the  
12 Complaint.

### 13                           **RESPONSE TO PRAYER FOR RELIEF**

14           Experian denies that Plaintiffs are entitled to any damages against Experian as set forth in  
15 their prayer for relief.

### 16                           **RESPONSE TO DEMAND FOR JURY TRIAL**

17           Experian admits that Plaintiffs have demanded a trial by jury on all issues triable.

### 18                           **AFFIRMATIVE DEFENSES**

19           In further response to Plaintiffs' Complaint, Experian hereby asserts the following  
20 affirmative defenses, without conceding that it bears the burden of persuasion as to any of them.

### 21                           **FIRST AFFIRMATIVE DEFENSE**

#### 22                           **(COLLATERAL ESTOPPEL)**

23           Experian is informed and believes and thereon alleges that all claims in the Complaint, in  
24 whole or in part, are barred by the doctrine of collateral estoppel. Experian's procedures for  
25 reporting pre-bankruptcy debts following a consumer's Chapter 7 discharge are governed by the  
26 federal court's order in the *White-Hernandez* class action. *See White v. Experian Info. Sols.*, Case  
27 No. 8:05-cv-01070, 2008 WL 11518799 (C.D. Cal. Aug. 19, 2008) (the "White Order"). The  
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White Order requires that, in the absence of direct information from the furnisher or consumer, Experian must automatically update certain pre-bankruptcy debts to report as discharged in bankruptcy based on a carefully devised set of assumptions about the debt’s likely discharge status while excluding from this update certain other debts. In particular, the White Order requires that Experian exclude from its update debts having a “Current Status” at the time of bankruptcy. *Id.* at \*10 (¶ 3.2(c)(ii)(E)). The Court specifically found these procedures to be reasonable as a matter of law and in compliance with the FCRA, including Section 1681e(b). *Id.* at \*13 (¶ 5.4) (stating that the White Order’s procedures are “reasonable procedures to assure the maximum possible accuracy [of post-bankruptcy credit information]” and are “conclusively deemed to comply with the FCRA”). The court in *White-Hernandez* expressly precluded consumers from relitigating the reasonableness of the White Order’s procedures—exactly what Plaintiffs seek to do here.

## **SECOND AFFIRMATIVE DEFENSE**

### **(FAILURE TO STATE A CLAIM)**

The Complaint herein, and each cause of action thereof, fails to set forth facts sufficient to state a claim upon which relief may be granted against Experian and further fails to state facts sufficient to entitle Plaintiffs to the relief sought, or to any other relief whatsoever from Experian. Experian’s procedures are reasonable as a matter of law, which is why Plaintiffs’ claims fail.

## **THIRD AFFIRMATIVE DEFENSE**

### **(INDEMNIFICATION)**

Experian is informed and believes and thereon alleges that any purported damages allegedly suffered by Plaintiffs were the result of the acts or omissions of third persons over whom Experian had neither control nor responsibility.

## **FOURTH AFFIRMATIVE DEFENSE**

### **(CONTRIBUTORY/COMPARATIVE FAULT)**

Experian is informed and believes and thereon alleges that any alleged damages sustained by Plaintiffs were, at least in part, caused by the actions of Plaintiffs themselves, and resulted from Plaintiffs’ own negligence which equaled or exceeded any alleged negligence or wrongdoing by Experian.

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**FIFTH AFFIRMATIVE DEFENSE**  
**(INDEPENDENT INTERVENING CAUSE)**

Experian alleges upon information and belief that if Plaintiffs sustained any of the injuries alleged in the Complaint, there was an intervening, superseding cause and/or causes leading to such alleged injuries and, as such, any action on the part of Experian was not a proximate cause of the alleged injuries.

**PRAYER FOR RELIEF**

WHEREFORE, Defendant Experian Information Solutions, Inc. prays as follows:

- (1) That Plaintiffs take nothing by virtue of the Complaint herein and that this action be dismissed in its entirety;
- (2) For costs of suit and attorneys' fees herein incurred; and
- (3) For such other and further relief as the Court may deem just and proper.

Dated this \_\_ day of May 2022.

NAYLOR & BRASTER

By: /s/ Benjamin Gordon  
Jennifer L. Braster  
Nevada Bar No. 9982  
Benjamin B. Gordon  
Nevada Bar No. 15552  
1050 Indigo Drive, Suite 200  
Las Vegas, NV 89145

*Attorneys for Defendant Experian Information Solutions, Inc.*

**CERTIFICATE OF SERVICE**

Pursuant to Federal Rule of Civil Procedure 4(b), I hereby certify that I am an employee of NAYLOR & BRASTER and that on this \_\_\_\_ day of May 2022, I caused the document **DEFENDANT EXPERIAN INFORMATION SOLUTIONS, INC.'S AMENDED ANSWER TO PLAINTIFFS' COMPLAINT** to be served through the Court's CM/ECF system to those persons designated by the parties that have appeared in the matter.

/s/ Amy Reams

An Employee of NAYLOR & BRASTER